



ELECTRONIC FILE TRANSFER AGREEMENT

This Agreement governs the transfer and use of electronic files made and entered into on this ____ day of _____, 2008 by and between Solid Waste Services, LLC (SWS) and the receiver of these files _____ (Transferee) on behalf of The County of Loudoun (the "Owner").

Whereas, Transferee desires to use the Electronic Files, and whereas, the Owner has authorized such use by the Transferee and SWS is willing to permit Transferee to use the Electronic Files with respect to the project known as The Woods Road Disposal Unit Primary Infrastructure Construction Project (the "Project"). In consideration of such transfer, and other good and valuable considerations, SWS and Transferee agree and are in strict accordance with the terms and conditions set forth below.

SWS shall provide a copy of the Electronic Files to Transferee; however, the Electronic Files are for informational purposes only and SWS and the Owner provide no warranties, express or implied, concerning the accuracy, correctness or completeness of the Electronic Files and Transferee agrees to independently verify the accuracy, correctness and completeness of the Electronic Files for its needs. SWS shall have no obligation to notify Transferee of, or provide Transferee with, revisions or changes to the underlying information contained in the Electronic Files. Transferee represents and warrants that if SWS's name and/or logo appears in the Electronic Files it shall be deleted and be of no force and effect. SWS provides no warranties, express or implied, including warranties of merchantability and/or fitness for a particular purpose for the Electronic Files furnished under this Agreement. SWS provides no warranties or guarantees that the means or media of electronic transfer of the Electronic Files is free of computer virus, and Transferee acknowledges that it has sole responsibility for assuring that such media is free of any viruses prior to any use thereof. Transferee covenants not to sue and agrees to indemnify and hold harmless the Owner and SWS from any costs, claims, causes of action, or liability, be they in tort, breach of contract or otherwise, which result from the use of the Electronic Files or media of transfer of the Electronic Files which are the subject of this Agreement.

This Agreement covers all files related to and included in the Project for the duration of the Project.

By using these _____ files, the Transferee agrees to these terms and conditions. (File type, e.g. grading, landscaping)

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| _____ Project Name | _____ Project Number |
| _____ Signature of Authorized Person | _____ Date |
| _____ Authorized Person to bind Transferee | _____ E-Mail Address |